

UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

TRACTOR SUPPLY COMPANY,  
*Plaintiff,*

v.

ACE AMERICAN INSURANCE  
COMPANY, UNIFIRST CORPORATION  
and ESIS, INC.,  
*Defendants.*

Case No. 3:21-cv-00619  
Judge William Campbell  
Magistrate Judge Holmes

Jury Trial Demanded

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**DEFENDANT ESIS, INC.’S ANSWER TO PLAINTIFF’S THIRD AMENDED COMPLAINT**

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Defendant ESIS, Inc. (“ESIS”) files its Answer to Plaintiff Tractor Supply Company’s (“Plaintiff”) Third Amended Complaint (the “Complaint”) (ECF No. 89) as follows:

**INTRODUCTION**

1. ESIS denies the allegations in paragraph 1 of the Complaint.

**PARTIES**

2. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 2 of the Complaint and, therefore, denies the allegations.

3. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 3 of the Complaint and, therefore, denies the allegations.

4. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 3 of the Complaint and, therefore, denies the allegations.

5. ESIS admits that it is incorporated under the laws of the Commonwealth of Pennsylvania, that it maintains a principal place of business in Philadelphia, Pennsylvania and,

therefore, is a citizen of the Commonwealth of Pennsylvania. ESIS denies the remaining allegations in paragraph 5 of the Complaint.

**JURISDICTION AND VENUE**

6. ESIS admits that diversity of citizenship exists between ESIS and Plaintiff, and that the amount in controversy in this matter exceeds the jurisdictional minimum of this Court. ESIS lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 6 of the Complaint and, therefore, denies the allegations.

7. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 7 of the Complaint and, therefore, denies the allegations.

8. ESIS admits that it does business in the State of Tennessee. Answering further, ESIS states that paragraph 8 calls for a legal conclusion to which no response is required. To the extent paragraph 8 seeks to summarize Tennessee Code § 20-2-201, ESIS denies any allegation that is inconsistent therewith. ESIS lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 8 of the Complaint and, therefore, denies the allegations.

9. ESIS admits that venue and jurisdiction are proper in this Court. ESIS lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 9 of the Complaint and, therefore, denies the allegations.

**FACTS**

10. ESIS admits that it acted as third-party administrator for UniFirst during the term of the contract entered between UniFirst and Plaintiff dated August 16, 2010 (the “2010 Contract”). ESIS lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 10 of the Complaint and, therefore, denies the allegations.

11. Paragraph 11 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, ESIS states that paragraph 11 merely purports to quote provisions of the 2010 Contract, which speaks for itself, and denies any allegation in paragraph 11 that is inconsistent therewith. To the extent a response is required, ESIS denies the allegations in paragraph 11 of the Complaint.

12. Paragraph 12 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, ESIS states that paragraph 12 merely purports to quote provisions of the 2010 Contract, which speaks for itself, and denies any allegation in paragraph 12 that is inconsistent therewith. To the extent a response is required, ESIS denies the allegations in paragraph 12 of the Complaint.

13. Paragraph 13 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, ESIS states that the 2010 Contract and the certificates speak for themselves and denies any allegation in paragraph 13 that is inconsistent therewith. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 13 and therefore denies the allegations.

14. Paragraph 14 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, ESIS states that the certificates speak for themselves and denies any allegation in paragraph 14 that is inconsistent therewith. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 14 and therefore denies the allegations.

15. Paragraph 15 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS admits that UniFirst and Plaintiff entered into a contract effective September 1, 2017, through August 31, 2020 (the “2017

Contract”), to which ESIS was not a party. The 2017 Contract speaks for itself. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 15 and therefore denies the allegations.

16. ESIS admits that it was not a signatory to the 2010 Contract or the 2017 Contract. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 16 that are not alleged against it and therefore denies the allegations. ESIS denies any remaining allegations in paragraph 16 of the Complaint.

17. Paragraph 17 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, paragraph 17 merely purports to quote and/or compare provisions of the 2010 Contract and 2017 Contract, which Contracts speak for themselves, and ESIS denies any allegation in paragraph 17 that is inconsistent therewith. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 17 and therefore denies the allegations.

18. Paragraph 18 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, paragraph 18 merely purports to quote and/or compare provisions of the 2010 Contract and 2017 Contract, which Contracts speak for themselves, and ESIS denies any allegation in paragraph 18 inconsistent therewith. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 18 and therefore denies the allegations.

19. Paragraph 19 of the Complaint contains no allegations against ESIS and, therefore, no response is required. Moreover, paragraph 19 merely purports to quote and/or compare provisions of the 2010 Contract and 2017 Contract, which Contracts speak for themselves, and ESIS denies any allegation in paragraph 19 inconsistent therewith. To the extent a response is

required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 19 and therefore denies the allegations.

20. Paragraph 20 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 20 and therefore denies the allegations..

21. Paragraph 21 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 21 and therefore denies the allegations.

22. Paragraph 22 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 22.

23. Paragraph 23 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 23 of the Complaint.

24. Paragraph 24 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 24 and therefore denies the allegations.

25. ESIS admits that it acted as third-party administrator for UniFirst during the term of the 2017 Contract. Paragraph 25 contains a legal conclusion to which no response is required. To the extent a response is required ESIS denies the remaining allegations in paragraph 25 as written.

26. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 26 of the Complaint and, therefore, denies the allegations.

27. ESIS denies that Tractor Supply tendered the Crossville claim to ESIS on April 28, 2020. ESIS lacks sufficient knowledge or information to admit or deny the remaining allegations in paragraph 27 of the Complaint and, therefore, denies the allegations.

28. Paragraph 28 of the Complaint contains no allegation against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 28 and therefore denies the allegations.

29. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 29 of the Complaint and, therefore, denies the allegations.

30. Paragraph 30 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 30 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 30 of the Complaint.

31. Paragraph 31 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 31 contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 31 of the Complaint.

32. ESIS denies the allegations in paragraph 32 of the Complaint.

33. ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 33 and therefore denies the allegations.

34. Paragraph 34 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 34 and therefore denies the allegations.

35. Paragraph 35 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 35 and therefore denies the allegations.

36. Paragraph 36 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 36 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 36 of the Complaint.

37. Paragraph 37 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 37 of the Complaint.

38. ESIS denies the allegations in paragraph 38 of the Complaint, including all allegations of examples of misconduct by ESIS in subparagraphs A through JJJ thereto. Answering further, ESIS lacks sufficient knowledge or information to admit or deny the allegations concerning conduct of other parties in subparagraphs A through JJJ and therefore, denies such allegations.

39. ESIS denies the allegations in paragraph 39 of the Complaint.

40. ESIS denies the allegations in paragraph 40 of the Complaint.

41. ESIS denies the allegations in paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint purports to quote or paraphrase provisions of the 2010 Contract and/or 2017 Contract and, therefore, no response is required. To the extent a response is required, ESIS states that the 2010 Contract and/or 2017 Contract speak for themselves and denies any allegation in paragraph 42 that is inconsistent therewith. ESIS denies the remaining allegations in paragraph 42 of the Complaint.

43. Paragraph 43 contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 43 and therefore denies the allegations.

44. Paragraph 44 of the Complaint contains allegations against another defendant; ESIS lacks sufficient knowledge or information to admit or deny those allegations and therefore denies the allegations. ESIS denies the remaining allegations in paragraph 44 of the Complaint.

45. ESIS denies that “the insurance contract which ESIS administers provides in its written terms to have a deductible.” Answering further, ESIS states that it does not administer insurance contracts. The remaining allegations in paragraph 45 merely state propositions of law and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient information to admit or deny and therefore denies the allegations in paragraph 45 of the Complaint.

46. Paragraph 46 contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 46 of the Complaint.

47. ESIS denies the allegations in paragraph 47 of the Complaint.

48. ESIS denies the allegations in paragraph 48 of the Complaint.

49. ESIS denies the allegations in paragraph 49 of the Complaint.

50. ESIS denies the allegations in paragraph 50 of the Complaint.

51. ESIS denies the allegations in paragraph 51 of the Complaint.

52. Paragraph 52 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient information to admit or deny and therefore denies the allegations in paragraph 52 of the Complaint.

53. ESIS denies the allegations in paragraph 53 of the Complaint.

**COUNT ONE: BREACH OF CONTRACT (AS TO [AAIC])**

54. ESIS incorporates by reference its responses to the foregoing paragraphs.

55. Paragraph 55 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 55 and therefore denies the allegations.

56. Paragraph 56 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 56 and therefore denies the allegations.

57. Paragraph 57 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 57 and therefore denies the allegations.

58. Paragraph 58 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 58 and therefore denies the allegations.

59. Paragraph 59 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 59 and therefore denies the allegations.

60. Paragraph 60 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 60 and therefore denies the allegations.

61. Paragraph 61 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies the allegations in paragraph 61 of the Complaint.

**COUNT TWO: BREACH OF CONTRACT (AS TO [AAIC])**

62. ESIS incorporates by reference its responses to the foregoing paragraphs.

63. Paragraph 63 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

64. Paragraph 64 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

65. Paragraph 65 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

66. Paragraph 66 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

**COUNT THREE: BREACH OF CONTRACT (AS TO [AAIC])**

67. ESIS incorporates by reference its responses to the foregoing paragraphs.

68. ESIS denies the allegations in paragraph 68 of the Complaint.

69. Paragraph 69 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

70. Paragraph 70 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

71. Paragraph 71 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

**COUNT FOUR: BREACH OF CONTRACT (AS TO UNIFIRST AND ESIS)**

72. ESIS incorporates by reference its responses to the foregoing paragraphs.
73. ESIS denies the allegations in paragraph 73 of the Complaint.
74. ESIS denies the allegations in paragraph 74 of the Complaint.
75. ESIS denies the allegations in paragraph 75 of the Complaint.

**COUNT FIVE: BREACH OF CONTRACT (AS TO UNIFIRST AND ESIS)**

76. ESIS incorporates by reference its responses to the foregoing paragraphs.
77. ESIS denies the allegations in paragraph 77 of the Complaint.
78. ESIS denies the allegations in paragraph 78 of the Complaint.
79. ESIS denies the allegations in paragraph 79 of the Complaint.

**COUNT SIX: BREACH OF CONTRACT (AS TO UNIFIRST AND ESIS)**

80. ESIS incorporates by reference its responses to the foregoing paragraphs.
81. ESIS denies the allegations in paragraph 81 of the Complaint.
82. ESIS denies the allegations in paragraph 82 of the Complaint.
83. ESIS denies the allegations in paragraph 83 of the Complaint.
84. ESIS denies the allegations in paragraph 84 of the Complaint.

**COUNT SEVEN: TORTIOUS INTERFERENCE (AS TO UNIFIRST AND ESIS)**

85. ESIS incorporates by reference its responses to the foregoing paragraphs.
86. ESIS denies the allegations in paragraph 86 of the Complaint.

87. ESIS states that it was “aware” of the 2010 Contract, 2017 Contract, and that AAIC issued certain insurance policies to UniFirst. ESIS denies the remaining allegations in paragraph 87 of the Complaint.

88. ESIS denies the allegations in paragraph 88 of the Complaint.

89. ESIS denies the allegations in paragraph 89 of the Complaint.

90. ESIS denies the allegations in paragraph 90 of the Complaint.

91. ESIS denies the allegations in paragraph 91 of the Complaint.

**COUNT EIGHT: INDUCEMENT OF BREACH OF CONTRACT (AS TO UNIFIRST AND ESIS)**

92. ESIS incorporates by reference its responses to the foregoing paragraphs.

93. ESIS denies the allegations in paragraph 93 of the Complaint.

94. ESIS states that it was “aware” of the 2010 Contract, 2017 Contract, and that AAIC issued certain insurance policies to UniFirst. ESIS denies the remaining allegations in paragraph 94 of the Complaint.

95. ESIS denies the allegations in paragraph 95 of the Complaint.

96. ESIS denies the allegations in paragraph 96 of the Complaint.

97. ESIS denies the allegations in paragraph 97 of the Complaint.

98. ESIS denies the allegations in paragraph 98 of the Complaint.

**COUNT NINE: BREACH OF FIDUCIARY DUTY (AS TO UNIFIRST AND ESIS)**

99. ESIS incorporates by reference its responses to the foregoing paragraphs.

100. ESIS denies the allegations in paragraph 100 of the Complaint.

101. ESIS denies the allegations in paragraph 101 of the Complaint.

102. ESIS denies the allegations in paragraph 102 of the Complaint.

103. ESIS denies the allegations in paragraph 103 of the Complaint.

**COUNT TEN: FRAUDULENT MISREPRESENTATION AND/OR  
FRAUDULENT CONCEALMENT (AS TO [AAIC])**

104. ESIS incorporates by reference its responses to the foregoing paragraphs.

105. Paragraph 105 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 105 and therefore denies the allegations.

106. Paragraph 106 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 106 and therefore denies the allegations.

107. Paragraph 107 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 107 and therefore denies the allegations.

108. To the extent an allegation is made against ESIS, ESIS denies the allegations in paragraph 108 of the Complaint.

109. Paragraph 109 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 109 and therefore denies the allegations.

110. Paragraph 110 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

111. Paragraph 111 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations.

**COUNT ELEVEN: FRAUDULENT MISREPRESENTATION AND/OR  
FRAUDULENT CONCEALMENT (AS TO UNIFIRST)**

112. ESIS incorporates by reference its responses to the foregoing paragraphs.
113. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 113 of the Complaint.
114. ESIS denies the allegations in paragraph 114 of the Complaint.
115. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 115 of the Complaint.
116. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 116 of the Complaint.
117. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 117 of the Complaint.

**COUNT TWELVE: NEGLIGENT MISREPRESENTATION (AS TO [AAIC])**

118. ESIS incorporates by reference its responses to the foregoing paragraphs.
119. Paragraph 119 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 119 of the Complaint.
120. Paragraph 120 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 120 of the Complaint.
121. Paragraph 121 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or

information to admit or deny and therefore denies the allegations in paragraph 121 of the Complaint.

122. Paragraph 122 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 122 of the Complaint.

123. Paragraph 123 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 123 of the Complaint.

124. Paragraph 124 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 124 of the Complaint.

125. Paragraph 125 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 125 of the Complaint.

126. Paragraph 126 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 126 of the Complaint.

127. Paragraph 127 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 127 of the Complaint.

128. Paragraph 128 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 128 of the Complaint.

**COUNT THIRTEEN: NEGLIGENT MISREPRESENTATION (AS TO UNIFIRST)**

129. ESIS incorporates by reference its responses to the foregoing paragraphs.

130. Paragraph 130 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 130 and therefore denies the allegations.

131. Paragraph 131 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 131 and therefore denies the allegations.

132. ESIS denies the allegations in paragraph 132 of the Complaint.

133. ESIS denies the allegations in paragraph 133 of the Complaint.

134. ESIS denies the allegations in paragraph 134 of the Complaint.

135. ESIS denies the allegations in paragraph 135 of the Complaint.

**COUNT FOURTEEN: NEGLIGENCE (AS TO [AAIC])**

136. ESIS incorporates by reference its responses to the foregoing paragraphs.

137. Paragraph 137 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 137 of the Complaint.

138. Paragraph 138 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 138 of the Complaint.

139. ESIS denies the allegations in paragraph 139 of the Complaint.

140. Paragraph 140 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 140 of the Complaint.

141. Paragraph 141 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 141 of the Complaint.

#### **COUNT FIFTEEN: NEGLIGENCE (AS TO UNIFIRST)**

142. ESIS incorporates by reference its responses to the foregoing paragraphs.

143. Paragraph 143 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 143 of the Complaint.

144. Paragraph 144 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 144 of the Complaint.

145. Paragraph 145 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 145 of the Complaint.

#### **COUNT SIXTEEN: DECLARATORY JUDGMENT CONCERNING [AAIC]'S DUTY TO DEFEND**

146. ESIS incorporates by reference its responses to the foregoing paragraphs.

147. Paragraph 147 of the Complaint purports to state a proposition of law and, therefore, no response is required. Additionally, paragraph 147 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 147 of the Complaint.

148. ESIS lacks sufficient information to admit or deny and therefore denies the allegations in paragraph 148 of the Complaint.

149. Paragraph 149 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 149 of the Complaint.

150. Paragraph 150 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or

information to admit or deny and therefore denies the allegations in paragraph 150 of the Complaint.

151. Paragraph 151 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 151 of the Complaint.

**COUNT SEVENTEEN: DECLARATORY JUDGMENT CONCERNING ACE's DUTY TO  
INDEMNIFY AND/OR TO PROVIDE COVERAGE TO TRACTOR SUPPLY**

152. ESIS incorporates by reference its responses to the foregoing paragraphs.

153. Paragraph 153 of the Complaint purports to state a proposition of law and, therefore, no response is required. Additionally, paragraph 153 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 153 of the Complaint.

154. Paragraph 154 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 154 and therefore denies the allegations.

155. Paragraph 155 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 155 of the Complaint.

156. Paragraph 156 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or

information to admit or deny and therefore denies the allegations in paragraph 156 of the Complaint.

157. Paragraph 157 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 157 of the Complaint.

**COUNT EIGHTEEN: DECLARATORY JUDGMENT CONCERNING [AAIC]'S DUTY TO DEFEND**

158. ESIS incorporates by reference its responses to the foregoing paragraphs.

159. Paragraph 159 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 159 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 159 of the Complaint.

160. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 160 of the Complaint.

161. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 161 of the Complaint.

162. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 162 of the Complaint.

163. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 163 of the Complaint.

**COUNT NINETEEN: DECLARATORY JUDGMENT CONCERNING UNIFIRST CORPORATION'S DUTY TO DEFEND**

164. ESIS incorporates by reference its responses to the foregoing paragraphs.

165. Paragraph 165 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 165 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 165 of the Complaint.

166. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 166 of the Complaint.

167. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 167 of the Complaint.

168. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 168 of the Complaint.

169. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 169 of the Complaint.

**COUNT TWENTY: DECLARATORY JUDGMENT CONCERNING [UNIFIRST CORPORATION]'S DUTY TO DEFEND**

170. ESIS incorporates by reference its responses to the foregoing paragraphs.

171. Paragraph 171 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 171 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 171 of the Complaint.

172. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 172 of the Complaint.

173. Paragraph 173 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 173 of the Complaint.

174. Paragraph 174 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 174 of the Complaint.

**COUNT TWENTY-ONE: DECLARATORY JUDGMENT CONCERNING UNIFIRST CORPORATION'S DUTY TO INDEMNIFY TRACTOR SUPPLY**

175. ESIS incorporates by reference its responses to the foregoing paragraphs.

176. Paragraph 176 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 176 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 176 of the Complaint.

177. ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 177 of the Complaint.

178. Paragraph 178 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 178 of the Complaint.

**COUNT TWENTY-TWO: DECLARATORY JUDGMENT CONCERNING UNIFIRST CORPORATION'S DUTY TO INDEMNIFY TRACTOR SUPPLY**

179. ESIS incorporates by reference its responses to the foregoing paragraphs.

180. Paragraph 180 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 180 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 180 of the Complaint.

181. ESIS denies the allegations in paragraph 181 of the Complaint.

182. Paragraph 182 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 182 of the Complaint

**COUNT TWENTY-THREE: PROMISSORY ESTOPPEL (AS TO UNIFIRST)**

183. ESIS incorporates by reference its responses to the foregoing paragraphs.

184. Paragraph 184 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 184 and therefore denies the allegations.

185. Paragraph 185 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 185 of the Complaint.

186. Paragraph 186 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 186 and therefore denies the allegations.

187. Paragraph 187 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 187 of the Complaint.

**COUNT TWENTY-FOUR: CIVIL CONSPIRACY (AS TO ALL DEFENDANTS)**

188. ESIS incorporates by reference its responses to the foregoing paragraphs.

189. ESIS denies the allegations in paragraph 189 of the Complaint.

190. ESIS denies the allegations in paragraph 190 of the Complaint.

191. ESIS denies the allegations in paragraph 191 of the Complaint, including allegations in subparagraphs A through H thereto.

192. ESIS denies the allegations in paragraph 192 of the Complaint.

193. ESIS denies the allegations in paragraph 193 of the Complaint.

**COUNT TWENTY-FIVE: PUNITIVE DAMAGES (AS TO ALL DEFENDANTS)**

194. ESIS incorporates by reference its responses to the foregoing paragraphs.

195. ESIS denies the allegations in paragraph 195 of the Complaint.

196. ESIS denies the allegations in paragraph 196 of the Complaint.

197. ESIS denies the allegations in paragraph 197 of the Complaint.

198. ESIS denies the allegations in paragraph 198 of the Complaint.

**COUNT TWENTY-SIX: STATUTORY BAD FAITH (AS TO [AAIC])**

199. ESIS incorporates by reference its responses to the foregoing paragraphs.

200. ESIS denies the allegations in paragraph 200 of the Complaint.

201. Paragraph 201 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 201 and therefore denies the allegations.

202. Paragraph 202 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 202 and therefore denies the allegations.

203. Paragraph 203 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 203 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 203 of the Complaint.

204. Paragraph 204 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 204 and therefore denies the allegations.

205. Paragraph 205 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 205 of the Complaint, including subparagraphs A through N thereto.

206. Paragraph 206 of the Complaint contains no allegations against ESIS and, therefore, no response is required. ESIS states that Plaintiff refers to an Exhibit A, which speaks for itself To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations and therefore denies the allegations.

207. Paragraph 207 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 207 and therefore denies the allegations.

208. Paragraph 208 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny the allegations in paragraph 208 of the Complaint and therefore denies the allegations.

**COUNT TWENTY-SEVEN: STATUTORY BAD FAITH (AS TO [AAIC])**

209. ESIS incorporates by reference its responses to the foregoing paragraphs.

210. ESIS denies the allegations in paragraph 210 of the Complaint.

211. Paragraph 211 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 211 of the Complaint.

212. Paragraph 212 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 212 of the Complaint.

213. Paragraph 213 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 213 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 213 of the Complaint, including subparagraphs A through E thereto.

214. Paragraph 214 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 214 of the Complaint.

215. ESIS denies the allegations in paragraph 215 of the Complaint.

216. ESIS denies the allegations in paragraph 216 of the Complaint.

217. ESIS denies the allegations in paragraph 217 of the Complaint.

218. Paragraph 218 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 218 of the Complaint.

219. Paragraph 219 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 219 of the Complaint.

220. Paragraph 220 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 220 of the Complaint.

221. Paragraph 221 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 221 of the Complaint.

222. Paragraph 222 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 222 of the Complaint.

223. Paragraph 223 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 223 of the Complaint.

224. Paragraph 224 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 224 of the Complaint.

**COUNT TWENTY-EIGHT: PUNITIVE DAMAGES FOR BAD FAITH (AS TO [AAIC])**

225. ESIS incorporates by reference its responses to the foregoing paragraphs.

226. Paragraph 226 of the Complaint purports to state a proposition of law and, therefore, no response is required. Moreover, paragraph 226 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 226 of the Complaint.

227. Paragraph 227 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 227 of the Complaint.

228. Paragraph 228 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 228 of the Complaint.

229. Paragraph 229 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 229 of the Complaint.

230. Paragraph 230 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 230 of the Complaint.

231. Paragraph 231 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 231 of the Complaint.

232. Paragraph 232 of the Complaint contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS lacks sufficient knowledge or information to admit or deny and therefore denies the allegations in paragraph 232 of the Complaint.

#### **COUNT TWENTY-NINE: STATUTORY BAD FAITH (AS TO ESIS)**

233. ESIS incorporates by reference its responses to the foregoing paragraphs.

234. ESIS denies the allegations in paragraph 234 of the Complaint.

235. ESIS denies the allegations in paragraph 235 of the Complaint.

236. ESIS denies the allegations in paragraph 236 of the Complaint.

**JURY DEMAND**

237. Plaintiff's jury demand contains no allegations against ESIS and, therefore, no response is required. To the extent a response is required, ESIS denies that Plaintiff is entitled to relief.

**GENERAL DENIAL**

238. All allegations in the Complaint not specifically admitted above are denied.

**AFFIRMATIVE DEFENSES**

239. Plaintiff is barred from relief because the Complaint and each of the purported causes of action set forth therein fail to allege facts sufficient to state a plausible claim against ESIS.

240. ESIS owes no duty whatsoever to Plaintiff.

241. At all times, ESIS's conduct was reasonable

242. Plaintiff's breach of contract claims against ESIS (Counts 4, 5, and 6) are barred because ESIS is not a party to any contract with Plaintiff, and ESIS never intended to be bound by or assume any obligation(s) under any contract with Plaintiff.

243. ESIS cannot be liable for breach of the 2010 Contract to which it was not a party. Alternatively, if ESIS were subject to any terms and conditions of the 2010 Contract, then Plaintiff's claims arising thereunder are barred because those claims are subject to the binding arbitration provision therein.

244. Plaintiff's statutory bad faith claim against ESIS (Count 29) is barred because ESIS is neither an "insurer" nor a "bonding company" subject to T.C.A. § 56-7-105.

245. Plaintiff's statutory bad faith claim against ESIS (Count 29) is barred because Plaintiff failed to make any demand to ESIS prior to filing suit as required by T.C.A. § 56-7-105.

246. Plaintiff's claims are barred by the economic loss doctrine. Plaintiff's damages, if any, are those sums it alleges to be owed under the 2010 Contract, 2017 Contract, and commercial general liability insurance policies at issue in the Complaint. Plaintiff cannot recover under civil tort law for purely economic damages suffered under a contract.

247. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations (three years) for tortious interference with a business relationship and/or contract (Counts 7 and 8), breach of fiduciary duty (Count 9), and civil conspiracy (Count 24). T.C.A. § 28-3-105.

248. Plaintiffs' claims are barred, in whole or in part, by the doctrines of accord and satisfaction, payment and release. Plaintiff requested and accepted sums for defense and/or indemnity in connection with many of the underlying personal injury claims at issue.

249. Plaintiff's claims are barred, in whole or in part, by the doctrines estoppel, laches and/or waiver. Among other things, Plaintiff neglected to maintain its own liability insurance coverage, and Plaintiff settled or otherwise resolved many of the underlying personal injury claims at issue unilaterally without making any demand for payment prior to filing this lawsuit.

250. Plaintiff failed to mitigate its damages. To the extent Plaintiff failed to mitigate, minimize, or avoid loss or damage, recovery against ESIS is barred and must be reduced.

251. The alleged damages incurred by Plaintiff, if any, were directly and proximately caused by the actions or inactions of third parties, including Plaintiff, over whom ESIS has no control and bears no responsibility.

252. ESIS denies that Plaintiff has satisfied or performed all conditions precedent.

**CONCLUSION AND PRAYER**

WHEREFORE, ESIS respectfully requests that the Court enter judgment denying all the relief requested by Plaintiff in the Complaint and dismissing ESIS with prejudice; enter judgment in ESIS's favor; and award ESIS its attorney fees, costs, and all such other and further relief, general or special, at law or in equity, to which ESIS may justly be entitled

Respectfully submitted,

/s/ Alissa K. Christopher

E. Todd Presnell  
[tpresnell@bradley.com](mailto:tpresnell@bradley.com)

BRADLEY ARANT BOULT CUMMINGS LLP  
Roundabout Plaza, 1600 Division Street, Suite 700  
Nashville, TN 37203  
Telephone: (615) 252-2355  
Facsimile: (615) 252-6355

Alissa K. Christopher  
[akchristopher@cozen.com](mailto:akchristopher@cozen.com)

James B. Harper  
[jharper@cozen.com](mailto:jharper@cozen.com)  
*Admitted Pro Hac Vice*  
COZEN O'CONNOR  
1717 Main Street, Suite 3100  
Dallas, Texas 75201  
Telephone: (214) 462-3000  
Facsimile: (866) 248-5742

**ATTORNEYS FOR DEFENDANT ESIS, INC.**

## **CERTIFICATE OF SERVICE**

I certify that on October 14, 2022 a copy of this document was served on all counsel of record according to the Federal Rules of Civil Procedure.

Mark M. Bell  
Kevin T. Elkins  
WALLER LANSDEN DORTCH & DAVIS, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
Email: [mark.bell@wallerlaw.com](mailto:mark.bell@wallerlaw.com)  
[kevin.elkins@wallerlaw.com](mailto:kevin.elkins@wallerlaw.com)

*Attorneys for Plaintiff*

J. Graham Matherne  
Andrew J. Pulliam  
WYATT, TARRANT & COMBS  
333 Commerce Street  
Suite 1000  
Nashville, TN 37201  
(615) 244-0020  
Email: [gmatherne@wyattfirm.com](mailto:gmatherne@wyattfirm.com)  
Email: [apulliam@wyattfirm.com](mailto:apulliam@wyattfirm.com)

*Attorneys for UniFirst Corporation*

Alfred C. Warrington V  
CLYDE & CO US LLP  
1221 Brickell Avenue  
Suite 1600  
Miami, Florida 33131  
E-mail: [Alfred.Warrington@clydeco.us](mailto:Alfred.Warrington@clydeco.us)

William Bryan Jakes III  
HOWELL & FISHER, PLLC  
3310 West End Avenue, Suite 550  
Nashville, TN 37203  
[bjakes@howell-fisher.com](mailto:bjakes@howell-fisher.com)

*Attorneys for ACE American Insurance Company*

/s/ Alissa K. Christopher  
Alissa K. Christopher